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Relocating Residential Tenants Under the City of Los Angeles Tenant Habitability Program

Under state law, a residential landlord is generally able to terminate a residential tenancy in order to substantially remodel the premises (See Civil Code § 1946.2, subsection (b)(2)(D)). But if the property is in the City of Los Angeles, the landlord does not have that right. Instead, the landlord must comply with the City's Tenant Habitability Program, set forth at Chapter XV, Article 2, §§ 152.00 through 152.08 of the Los Angeles Municipal Code ("LAMC").

The Program Regulates Landlord's Performance of "Primary Renovation Work". LAMC § 152.01 defines "Primary Renovation Work" as work involving the replacement or substantial modification of major building systems, or the abatement of hazardous materials. That Section states that Primary Renovation Work, by its very nature, generally makes rental units untenable (as defined by California Civil Code § 1941.1) on a temporary basis.

Program's Goal: Protection of Tenants. LAMC § 152.01 "requires landlords to mitigate such temporary untenable conditions, either through actions to ensure that tenants can safely remain in place during construction or through the temporary relocation of tenants to alternative housing accommodations."

Permit Prerequisites Under the Program. LAMC § 152.03 prohibits a landlord from undertaking Primary Renovation Work without first obtaining a permit from the City. But the City won't issue that permit until the Los Angeles Housing Department ("LAHD") is satisfied that both (a) the landlord has submitted a Tenant Habitability Plan which LAHD finds adequately mitigates the impact upon tenants of the Primary Renovation Work and any related work, and (b) the landlord has submitted a declaration documenting that it has served upon affected tenants both (i) a Notice of Preliminary Renovation Work and (ii) a copy of the non-confidential portions of the Tenant Habitability Plan.

Tenant Habitability Plan. LAMC § 152.03, subsection B, lays out the minimum requirements of the Tenant Habitability Plan. That subsection goes into great detail, but generally, the plan must: identify the landlord, general contractor, hazardous materials abatement contractors, and tenants; describe the overall scope of work and the specific work for each unit, and provide cost and time estimates; identify habitability impacts, including at a minimum impacts as to noise, utilities, hazardous materials exposure, fire safety systems, accessibility, and other tenant services; identify mitigation measures; identify impacts on the tenants' personal property; and identify measures to protect that personal property.

Notice to Tenant. Once the LAHD accepts the Habitability Plan, the landlord must notify the tenant. Subsection D of § 152.03 lays out the requirements of that notice. It must be written in the language in which the original lease was negotiated and must provide the information specified in that subsection. Generally, this is (1) the estimated start and completion dates, (2) a description of the work and the anticipated impacts on the tenant, (3) details regarding temporary relocation, if required by the work, (4) contact information for the landlord and the LAHD, (5) notice of the tenant's right to reoccupy the unit under the terms of the existing lease (subject to adjustment allowing the landlord to recover a portion of the costs of the work as authorized by the ordinance, discussed below) once the work is done, and (6) notice that the tenant may appeal LAHD's acceptance of the Tenant Habitability Plan. In addition to that notice, LAMC § 152.04 requires the landlord to serve the tenant with a copy of the Tenant Habitability Plan, a summary of the City's Tenant Habitability Program, and (if applicable in connection with the permanent relocation assistance rights discussed below) the City's permanent relocation agreement form.

Partial Reimbursement through Rent Increase. Performance of Primary Renovation Work may entitle the landlord to a temporary rent increase. Per LAMC §§ 152.03(a) and 151.07.A.1, LAHD has the authority to grant adjustments in the rent to allow the landlord to partially recover the cost of the Primary Renovation Work. The rent increase is temporary, lasting only 6 years. It is equal to a monthly increase of 1/60th of 50% of the per-unit cost of the Primary

Renovation Work, meaning that over the 6-year period the landlord could recover 60% of those costs.

Tenant Has the Option to Terminate the Lease. Pursuant to LAMC § 152.05, if the Primary Renovation Work will impact the tenantability of the unit for 30 days or more, the tenant shall have the option to voluntarily terminate the tenancy in exchange for permanent relocation assistance pursuant to the eviction provisions of the City's Rent Stabilization Ordinance. The tenant has a fairly short window in which to request such assistance: 15 days after it receives the Tenant Habitability Plan. If the tenant makes this request, the landlord has an equally short 15 days from the request in which to provide the assistance.

Tenant's Rights and Obligations During Period of Work. LAMC § 152.06 specifies that the landlord must indicate in its Tenant Habitability Plan whether the temporary relocation of one or more tenant households is necessary pursuant to the above-referenced LAMC §152.03. LAHD can independently decide that temporary relocation is required. Any such temporary relocation shall not constitute the voluntary vacating of the unit and shall not terminate the tenant's rights, including the right to reoccupy the unit upon completion of the work. During the relocation period, the tenant must continue to pay rent, but the landlord must pay for the temporary housing accommodation costs and relocation costs, even if those exceed the rental amount.

Vacation of Tenant Not Always Required. Subsection F of LAMC § 152.06 states that if all of the work can be done between the hours of 8 am through 5 pm, such that the premises can be in "habitable" condition at all times outside those hours, and if the tenant will not be exposed (at any time) to lead-based paint, asbestos or other hazardous materials, then temporary relocation is not required.

Requirements for Temporary Replacement Housing. That same subsection F lays out requirements for temporary replacement housing accommodations for 30 or more consecutive days, different requirements for less than 30 consecutive days, and an option for a mutually-agreeable per-diem payment by the landlord to the tenant in lieu of the landlord's provision of temporary housing.

Waivers of Program Requirements are Void. Finally, an agreement between the landlord and tenant in which the tenant purports to waive any of the requirements of LAMC Chapter XV, Article 2, is void as contrary to public policy, per LAMC § 152.07.

Read the Program for Full Details. The foregoing is just a summary of the ordinances establishing the City of Los Angeles' Tenant Habitability Program. [If you wish to read the full language of those ordinances, here is a link.](#)

A responsive and detail-oriented advocate, Craig Hardwick helps clients successfully meet a broad range of real estate needs. He has managed and led a variety of real estate transactions over the course of his career: from acquisition to sale, and everything in between, including procurement of real estate development entitlements, construction, financing, and leasing.

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